

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

RICHARD A. BUTLER, III, et al.,)	CASE NO. 4:14-CV-02380
)	
Plaintiffs,)	
)	JUDGE ADAMS
vs.)	
)	AGREED JUDGMENT ENTRY FOR
HOTEL CALIFORNIA, INC., et al.,)	PERMANENT INJUNCTION
)	AGAINST DEFENDANTS
Defendants.)	

This matter is before the Court on the parties settlement, agreed judgment entry and resolution of this case.

This court on May 27, 2015 entered a Memorandum Opinion and Order granting Plaintiffs’ request for a preliminary injunction. The Decision ordered defendants to cease all use of “Hotel California” and “The Hotel California” in all print, internet-based, and other advertising. (Doc #42). Defendants renamed their hotel, the California Palms Hotel & Suite, changed the hotel’s signage and advertising to reflect the new name and the parties entered into a settlement agreement resolving all claims.

Accordingly, the parties agree and it is hereby ordered that defendants Hotel California, Inc. and Sebastian Rucci, their affiliates, partners, representatives, servants, employees, attorneys and all persons in active concert privity or participation with them are permanently enjoined from using plaintiffs trademark “Hotel California” bearing U.S. Federal Registration No. 2,078,227 for “providing temporary furnished housing accommodations” and the trademark “The Hotel

California” bearing U.S. Federal Registration No. 2,828,786 and for “hotel, motel and furnished lodging services” (collectively "Trademarks").

The permanent injunction prohibits the use of the Trademark and the use of any mark that so resembles the Trademarks as to be likely to cause confusion, deception or mistake, in connection with the advertising, sale, or offer for sale of hotel and lodging services.

Defendants have voluntarily dismissed their counter claim. All remaining motions are denied as moot and this disposes of this case. The parties are to bear their own costs. The Clerk is ordered to close this case; however, the Court retains jurisdiction to enforce any breach or request for enforcement of the parties settlement agreement.

IT IS SO ORDERED.

/s/ John R. Adams
JUDGE JOHN ADAMS
U.S. DISTRICT COURT JUDGE
NORTHERN DISTRICT OF OHIO

Dated: October 27, 2015